City of Douglas Administrative Policies



4.02 Service Commitment Agreement - Police Department

Effective Date: (Approved by Council November 8, 1995 and Revised by Council July 19, 2000)

I. PURPOSE:

This directive explains that the City is willing to send a prospective employee of the Douglas Police Department to necessary training to be certified as a Police Officer if the prospective employee will make a commitment to serve as a Police Officer with the Douglas Police Department for a reasonable period of time after successful completion of training.

II. **DEFINITIONS:**

- 1. "the City" The City of Douglas; a municipal corporation
- 2. "Employee" A prospective employee of the City of Douglas Police Department.
- 3. "the POST training" The training and schooling required for police officer certification by the Arizona Police Officer Standard & Training Board (Arizona POST).

III. RECITALS:

- 1. Employee lacks the necessary training to be certified as a police officer by Arizona POST.
- 2. The City is willing to send the Employee to the POST training if the Employee will make a commitment to serve as a Police Officer with the Douglas Police Department for a reasonable period of time after successful completion of the training.

IV. **POLICY:**

It is the policy directive of the Mayor & Council that:

- 1. The City will sponsor and pay the cost for the Employee to attend the schooling or classes needed to obtain certification as a police officer.
- 2. During the approximately four months that the Employee is attending the POST training, the City will pay the Employee a salary as a probationary police officer.
- 3. Employee agrees to use his or her best efforts to successfully complete the POST training and to obtain certification as a police officer.
- 4. Employee further agrees to serve as a police officer with the City of Douglas and to provide professional police services for the City for a minimum period of three years after Employee's successful completion of the POST training and certification as a police officer.
- 5. Should the Employee fail to successfully complete the POST training, Employee shall reimburse the City for all of the costs incurred by the City in sending the Employee to the training, including all pre-employment costs incurred by the City during the recruitment process.
- 6. Should Employee complete the training and become certified, but voluntarily terminate his or her employment with the City prior to the end of the three year commitment period, the Employee shall reimburse the City for all of the costs incurred by the City in sending the Employee to the training, including all reemployment costs incurred by the City during the recruitment process.
- 7. In the event the City terminates Employee's employment for cause prior to the end of the three year commitment, the Employee shall reimburse the City for all of the costs incurred by the City in sending the Employee to the training, including all pre-employment costs incurred by the City during the recruitment process. However, Employee shall have no obligation to reimburse the City for the costs of training if employment is terminated without cause, for purposes other than the wrongdoing or fault of the Employee.
- 8. Nothing in this Agreement shall be construed as a promise or obligation on the part of the City to provide employment to the Employee for a specific or minimum period of time. The City reserves the right to terminate Employee's employment at any time, in accordance with the City of Douglas Personnel Rules. The three-year service commitment set out in this Agreement binds only the Employee, not the City.